



HDCP CONTENT PARTICIPANT AGREEMENT

This Content Participant Agreement (the "Agreement") is effective as of the latest date set out on the signature page hereof (the "Effective Date") by and between: Digital Content Protection, L.L.C., a Delaware limited liability company ("Licensor"); and the entity named on Exhibit E (together with its Affiliates, "Content Participant").

W I T N E S S E T H:

WHEREAS, Intel Corporation ("Founder") has developed a certain proprietary technology for high-bandwidth digital content protection for the purposes of enabling a protected, interoperable video connection between certain digital devices and digital display monitors to allow display of such content while inhibiting copying;

WHEREAS, Founder has authorized Licensor to grant certain rights relating to such technology, and to license certain patent claims, on behalf of, and as an authorized agent (solely with respect to licensing such claims) for, Founder, to licensees;

WHEREAS, Content Participant wishes to have the right, subject to the terms and conditions set forth herein, to use such technology to protect its audiovisual works and to obtain certain other rights, including but not limited to certain rights to seek Revocation of Key Selection Vectors (as such terms are defined below);

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. **DEFINITIONS** In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

1.1 Administration Fee shall have the meaning set forth in Section 4.1.

1.2 "Adopter" shall mean any entity that has executed an Adopter Agreement with Licensor and delivered it to Licensor or its designee, and shall include any Affiliate of such entity.

1.3 "Adopter Agreement" shall mean any "HDCP License Agreement" entered into by Licensor and any adopter of HDCP.

1.4 “Affected Adopter” shall mean, with respect to a KSV for which Revocation is requested or contemplated, any Adopter to whom Licensor or Key Generator has issued a Device Key Set associated with such KSV under such Adopter’s Adopter Agreement.

1.5 “Affiliate” means, unless specifically agreed otherwise in writing, by Licensor and such Person, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. “Control” shall mean the possession of beneficial ownership of more than 50% of the stock or other similar interest entitled to vote for election of the Board of Directors or similar managing authority.

1.6 “Audiovisual Content” shall mean audiovisual works (as defined in the United States Copyright Act as in effect on January 1, 1978), text and graphic images.

1.7 “Claim Notice” shall have the meaning set forth in Exhibit B.

1.8 “Compliance Rules” shall mean the requirements set out in the exhibit entitled “Compliance Rules” to each Adopter Agreement, as such exhibits may be revised by Licensor from time to time in accordance with Section 3.6 hereof.

1.9 “Confidential Information” shall mean any and all information relating to HDCP or the business practices of Licensor, Founder or any Affiliate thereof, made available to Content Participant by Licensor or its designee, Founder, any Fellow Content Participant, any Adopter, any System Operator or any Affiliate of the foregoing, including but not limited to specifications, software, hardware, firmware, documentation, designs, flow charts, technical data, outlines, blueprints, notes, drawings, prototypes, templates, systems, manuals, know-how, processes and methods of operation, trade secrets, business plans, strategies, concepts, research, data bases, client or customer lists, financial data, other data or information that relates to any past, present or future research, development or business activities of Licensor, Founder or any Affiliate thereof, and any other confidential or proprietary information belonging to Licensor or Founder or any Affiliate thereof, in each case, where such information is marked “confidential” when disclosed in written form or indicated as “confidential” when disclosed orally, and confirmed in writing within thirty (30) days to be confidential, provided that “Confidential Information” does not include information described in Sections 2.4(a) through 2.4(c) of the Confidentiality Agreement.

1.10 “Confidentiality Agreement” shall have the meaning set forth in Section 6.1.

1.11 “Content Participant” shall have the meaning set forth in the preamble to this Agreement.

1.12 “Content Participant Agreement” shall mean this Agreement and any other “HDCP Content Participant Agreement” entered into by Licensor and a provider of Audiovisual Works.

1.13 “Content Participant Beneficiaries” shall have the meaning set forth in Section 3.3.

- 1.14 “Content Participant Beneficiary Claim” shall have the meaning set forth in Section 3.3.
- 1.15 “Contract Year” means any one (1)-year period beginning on the Effective Date or any anniversary thereof.
- 1.16 “CP Affidavit” shall have the meaning set forth in Section 5.3.
- 1.17 “Decrypted HDCP Content” shall have the meaning set forth in the Compliance Rules.
- 1.18 “Device Key” shall mean a cryptographic value provided to an Adopter by Licensor or its designee for use in a Licensed Product or Licensed Component.
- 1.19 “Device Key Set” shall mean a set of Device Keys provided to an Adopter by Licensor or its designee for use in a Licensed Product or Licensed Component. Device Key Sets are required in order for Licensed Products to operate.
- 1.20 “Display Device” shall have the meaning set forth in the Compliance Rules.
- 1.21 “Effective Date” shall have the meaning set forth in the preamble to this Agreement.
- 1.22 “Election Period” shall have the meaning set forth in Section 5.4.
- 1.23 “Eligible Content Participant” shall have the meaning set forth in Section 3.1.
- 1.24 “Eligible Fellow Content Participant” shall mean any Fellow Content Participant that (a) has not asserted or maintained, and whose Affiliates have not asserted or maintained, at any time after September 1, 1999 (including prior to the effective date of its Content Participant Agreement), any Fellow Content Participant Non-Assertion Claim against Licensor, Founder, Key Generator, any Fellow Adopter, Content Participant, System Operator or any Affiliate of the foregoing and (b) is in compliance with all of the material terms and conditions of its Content Participant Agreement.
- 1.25 “Eligible System Operator” shall mean a System Operator that (a) has not asserted or maintained, and whose Affiliates have not asserted or maintained, at any time after September 1, 1999 (including prior to the effective date of its System Operator Agreement), any System Operator Non-Assertion Claim against Licensor, Founder, Key Generator, any Adopter, Fellow Content Participant or System Operator or any Affiliate of the foregoing and (b) is deemed an “Eligible System Operator” under its System Operator Agreement.
- 1.26 “Fellow Content Participant” shall mean Content Participant and any other provider of Audiovisual Content that has entered into a Content Participant Agreement.
- 1.27 “Fellow Content Participant Non-Assertion Claims” shall mean, with respect to Licensor, Founder, Key Generator, any Adopter, Fellow Content Participant or System

Operator or any Affiliate of any of the foregoing, any claims of infringement or misappropriation that a Fellow Content Participant promises not to assert or maintain against such Person pursuant to such Fellow Content Participant's Content Participant Agreement.

1.28 "Form Adopter Agreement" shall mean the form Adopter Agreement attached hereto as Exhibit F.

1.29 "Founder" shall have the meaning set forth in the recitals to this Agreement.

1.30 "HDCP" shall mean that certain method for encryption, decryption, key exchange, authentication and renewability that is described with specificity in the HDCP Specification.

1.31 "HDCP Content" shall mean Audiovisual Content that has been encrypted using HDCP, including HDCP-encrypted content that has subsequently been decrypted. For avoidance of doubt, "HDCP Content" does not include content that has never been encrypted with HDCP.

1.32 "HDCP Specification" shall mean the specification entitled "HDCP Content Protection Specification, Release 1.0" (including the "Errata" thereto), as such specification may be amended from time to time pursuant to Section 3.6 hereof.

1.33 "Highly Confidential Information" shall mean Device Keys, Device Key Sets, intermediate cryptographic values and other values identified as requiring confidentiality in Appendix B to the HDCP Specification, any other proprietary information related to HDCP disclosed to any Person by Licensor, its designee, or Founder or any Affiliate thereof that is marked "Highly Confidential" when disclosed in written or electronic form, and any other proprietary information related to HDCP from which any of the foregoing can be derived that is so marked; and in any case does not include information that is excluded from "Confidential Information" under the proviso to section 1.9.

1.34 "Initiating Content Participants" shall have the meaning set forth in Section 5.4.

1.35 "Key Generator" shall mean the generator of Device Keys, KSVs, and System Renewability Messages designated by Licensor.

1.36 "KSV" or "Key Selection Vector" shall mean the numerical values associated with a Device Key Set and distributed by Licensor or its designee to Adopters and used to support authentication of Licensed Products and Revocation.

1.37 "Licensed Component" shall mean a product, such as an integrated circuit, circuit board, or software module, that is designed to be used as part of a Licensed Product and that embodies a portion of the HDCP Specification, but that does not embody the entire HDCP Specification or does not completely satisfy the Compliance Rules and the Robustness Rules.

1.38 “Licensed Product” shall have the meaning set forth in the Form Adopter Agreement.

1.39 “Licensed Source Component” shall have the meaning set forth in the Form Adopter Agreement.

1.40 “Licensor” shall have the meaning set forth in the preamble to this Agreement.

1.41 “Major Content Participant” means, during the course of any year, any Fellow Content Participant that either is a member of the Motion Picture Association of America or has generated U.S. box office revenues from theatrical releases of feature films in the immediately prior year that are at least as great as the MPAA member company with the lowest U.S. box office revenues from theatrical releases of feature films for that same year.

1.42 “Necessary Claims” shall mean claims of any patent or patent application that are necessarily infringed by those portions of Licensed Products and Licensed Components that implement HDCP and are owned or controlled by Founder, Content Participant, any Fellow Content Participant or any Affiliate thereof, any Adopter or any Affiliate thereof or any System Operator or any Affiliate thereof. “Necessary Claims” do not include any (a) claims relating to aspects of any technology, codec, standard or product that is not itself part of, and disclosed with particularity in, the HDCP Specification (including, by way of example, DVI, HDMI, CSS, MPEG, DTCP, Upstream Protocol, IEEE 1394 and tamper resistance technology) even though such technology, codec, standard or product may otherwise be mentioned in or required by the HDCP Specification, Compliance Rules or Robustness Rules; (b) claims with regard to which it would be possible to build a product in compliance with the HDCP Specification without infringing such claim (even if in the same patent as Necessary Claims); (c) claims which, if licensed, would require a payment of royalties by the licensor to unaffiliated third parties; (d) claims that read solely on any implementation or use of any portion of the HDCP Specification where such implementation or use is not within the scope of the license granted to any Fellow Content Participant, Adopter or System Operator under their respective Content Participant Agreement, Adopter Agreement or System Operator Agreement; or (e) claims relating to watermarking technology, semiconductors and semiconductor manufacturing technology, compiler technology, programming language, object-oriented technology, operating systems, middleware and database technology, or networking, intranet, extranet or Internet technology.

1.43 “Non-Assertion Claims” shall mean, with respect to Licensor, Founder, Key Generator, any Adopter, Fellow Content Participant or System Operator or any Affiliate of any of the foregoing, any claims of infringement or misappropriation that Content Participant promises not to assert or maintain against such Person pursuant to Section 2.2.

1.44 “Party” shall mean a party to this Agreement.

1.45 “Person” shall mean any natural person, corporation, partnership, or other entity.

1.46 “Related Adopter” shall mean any Adopter (a) to whom an Affected Adopter has sold a Licensed Component that incorporates a Device Key Set associated with a KSV for which Revocation has been proposed and (b) who has incorporated such Licensed Component in a Licensed Product or Licensed Source Component.

1.47 “Repeater” shall have the meaning set forth in the Compliance Rules.

1.48 “Rescind” shall mean, with respect to a Revocation of a KSV, to distribute to Fellow Content Participants a new System Renewability Message that does not contain such KSV (generally, “Rescission”).

1.49 “Revocation” or “Revoked” shall have the meaning set forth in the definition of Revoke.

1.50 “Revocation Arbitration” shall have the meaning set forth in Section 5.4.

1.51 “Revocation Criteria” shall have the meaning set forth in Section 5.3(b).

1.52 “Revocation Dispute” shall have the meaning set forth in Section 5.4.

1.53 “Revocation Information” shall mean information distributed to Fellow Content Participants by or under the direction of Licensor for purposes of distributing such information with Audiovisual Content in order to Revoke, or Rescind the Revocation of, one or more KSVs.

1.54 “Revoke” shall mean, with respect to a Key Selection Vector, to distribute information, as authorized or provided by Licensor, to Fellow Content Participants for purposes of their distributing such information with Audiovisual Content in order to cause such Key Selection Vector in Display Devices or Repeaters to be invalidated with respect to such content (generally, “Revocation” or “Revoked”). Content Participant is advised that, although neither the Adopter Agreements nor the HDCP Specification imposes any obligation on a Licensed Product with respect to how such Licensed Product should respond to such invalidation of a KSV, the license agreements relating to other technologies implemented in a product containing an HDCP-protected connection may impose such requirements.

1.55 “Robustness Rules” shall mean the requirements set out in the exhibit entitled “Robustness Rules” to each Adopter Agreement, as such exhibit may be revised by Licensor from time to time in accordance with Section 3.6 hereof.

1.56 “Shared Device Key Set” shall have the meaning set forth in the Compliance Rules.

1.57 “System Operator” shall mean the provider of a satellite, cable or other conditional access service that transmits Audiovisual Content to the general public and that has executed a System Operator Agreement.

1.58 “System Operator Agreement” shall mean an “HDCP System Operator Agreement” entered into by and between Licensor and a System Operator.

1.59 “System Operator Non-Assertion Claims” shall mean, with respect to Licensor, Founder, Key Generator, any Adopter, Fellow Content Participant or System Operator or any Affiliate of any of the foregoing, any claims of infringement or misappropriation that a System Operator promises not to assert or maintain against such Person pursuant to such System Operator’s System Operator Agreement.

1.60 “System Renewability Message” shall have the meaning given in the HDCP Specification.

2. LICENSES.

2.1 License to Use HDCP. Subject to the terms and conditions of this Agreement, including but not limited to Content Participant’s material compliance with Section 2.2 and payment of fees required hereunder, Licensor hereby grants to Content Participant a nonexclusive, nontransferable (except pursuant to Section 11.3), non-sublicenseable, worldwide license (a) on behalf of, and as an authorized agent solely with respect to the licensing of Necessary Claims for, Founder, under the Necessary Claims of Founder, as well as (b) under any trade secrets or copyrights of Founder or Licensor embodied in the HDCP Specification, to use, and to cause or permit HDCP to be used, to protect Audiovisual Content in connection with the distribution and transmission of such Audiovisual Content. For avoidance of doubt, and without limiting any other term or condition of this Agreement, the license granted under this Section 2.1 may be terminated immediately by Licensor and/or Founder with respect to the entity named on Exhibit E and all of its Affiliates in the event that such entity or any of its Affiliates breaches Section 2.2 and fails to cure such breach within thirty (30) days following receipt of notice of breach as provided in Section 7.1.3.

2.2 Reciprocal Non-Assertion Covenant. Subject to the limitations set forth in Section 2.3, Content Participant, on behalf of itself and its Affiliates, promises not to assert or maintain against (a) Founder or any Affiliate thereof or any Adopter or any Affiliate thereof, any claim of infringement under any Necessary Claims, as well as under any trade secrets or copyrights embodied in the HDCP Specification, for activities or products for which any Adopter has been granted a license by Licensor under any trade secrets or copyrights embodied in the HDCP Specification or on behalf of and as authorized agent (solely with respect to the licensing of Necessary Claims) for Founder under Founder’s Necessary Claims or (b) any Fellow Content Participant or System Operator or any of their respective Affiliates any claim of infringement or misappropriation under its or their respective Necessary Claims, as well as under any trade secrets or copyrights embodied in the HDCP Specification, for such Fellow Content Participant’s or System Operator’s or Affiliate’s using or causing or permitting the use of HDCP to protect Audiovisual Content or (c) Licensor, Founder or any Affiliate thereof or Key Generator, any claim of infringement or misappropriation for using, making, having made, offering for sale, selling and importing any Device Key or Device Key Set, or for using, copying, displaying, performing, making derivative works from (to the extent that

such claim for making derivative works relates to intellectual property rights in or to the HDCP Specification or any portion thereof), or distributing the HDCP Specification.

2.3 Limitations on Sections 2.1 and 2.2. The license and promises set out in Sections 2.1 and 2.2 shall not extend to (a) features of a product that are not required to comply with, or aspects of any technology, codec, standard or product not disclosed with particularity in, the HDCP Specification, even if such technology, codec, standard, or product may be mentioned in the HDCP Specification, Compliance Rules or Robustness Rules (including, by way of example, DVI, HDMI, CSS, MPEG, IEEE 1394, DTCP, Upstream Protocol and tamper resistance technology), (b) features of a product for which there exists a noninfringing alternative, (c) with respect to the promises extended pursuant to Section 2.2 any Person that is asserting or maintaining any claim of infringement or misappropriation under a Necessary Claim, or under any trade secrets or copyrights embodied in the HDCP Specification, against the promisor, where the promisor is not in breach of its obligations under its Adopter Agreement, Content Participant Agreement or System Operator Agreement, as the case may be, or (d) with respect to the promises extended pursuant to Section 2.2 any Person following termination of this Agreement by Licensor pursuant to Section 7.1.2(a) or 7.1.2(b), provided, however, that the promises extended pursuant to Section 2.2 shall not be withdrawn with respect to any activities or products performed or made prior to the effective date of such termination.

2.4 Liability for Affiliates. The entity named on Exhibit E shall procure and be responsible for its Affiliates' compliance with the terms and conditions of this Agreement, and such entity and each of its Affiliates shall be jointly and severally liable for any noncompliance by any such Affiliate with the terms and conditions of this Agreement.

3. ADDITIONAL RIGHTS GRANTED TO CONTENT PARTICIPANT.

3.1 Additional Rights as Eligible Content Participant. At any time during the term of this Agreement, Content Participant shall be deemed an "Eligible Content Participant" and, as such, shall be entitled to the additional rights set out in this Section 3 if Content Participant (a) has not asserted or maintained, and its Affiliates have not asserted or maintained, at any time after September 1, 1999, any Non-Assertion Claim against Licensor, Founder, Key Generator, any Adopter, Fellow Content Participant or System Operator or any Affiliate of the foregoing and (b) causes or permits distribution or transmission of its Audiovisual Content in commercial quantities, or via mass distribution channels, including but not limited to satellite or cable transmission, to the general public in a form that would, in the course of a transmission up to and including the display or other performance of such Audiovisual Content, use a channel protected by HDCP ("Eligible Content") and (c) at such time (i) is not willfully in material breach of this Agreement, and (ii) is not otherwise in material breach of this Agreement, which breach has not been cured, or is not capable of cure, within thirty (30) days of Content Participant's receipt of notice thereof by Licensor.

3.2 Right to Seek Revocation. For so long as Content Participant is an Eligible Content Participant, it shall have the right to seek Revocation of a KSV pursuant to the terms of Section 5.

3.3 Content Participant Third-Party-Beneficiary Rights. For so long as Content Participant is an Eligible Content Participant, it shall be a third-party beneficiary of each Adopter Agreement (Content Participant, together with any one or more other Eligible Fellow Content Participants, “Content Participant Beneficiaries”), and, as such, shall be entitled to bring a claim or action to enforce such third-party-beneficiary rights against an Adopter as are specified in such Adopter’s Adopter Agreement (such claim or action, together with any third-party-beneficiary claim brought by any other Content Participant Beneficiary, a “Content Participant Beneficiary Claim”), and to have such remedies as are set forth in such Adopter Agreement in accordance with the procedures set forth in Exhibit B, with respect to such Adopter’s implementation of HDCP in any product that is capable of receiving or transmitting Eligible Content.. Exercise of its third-party-beneficiary rights under any Adopter Agreement shall not constitute an election against any statutory or other extra-contractual remedy against an Adopter which may be available to Content Participant for the same act which gave rise to the Content Participant Beneficiary Claim.

3.4 Enforcement Actions. For so long as Content Participant is an Eligible Content Participant, (i) it shall have the right to communicate with Licensor with respect to the status of enforcement actions that are brought by Licensor to enforce an Adopter’s compliance with its Adopter Agreement and that may reasonably implicate Content Participant’s Audiovisual Content and (ii) Licensor shall respond to inquiries from Content Participant with respect to such enforcement actions, subject to any confidentiality obligations that may apply under any Adopter Agreement.

3.5 Change Management.

3.5.1 Effective Documents. Licensor represents that, as of the Effective Date, the following documents are the only documents establishing the rights and obligations of Adopters with respect to HDCP:

- Adopter Agreements, including their attachments and documents incorporated therein by reference;
- Component Adopter Agreements, which are included within the definition of Adopter Agreements, including their attachments and documents incorporated therein by reference;
- System Operator Agreements, which are included within the definition of Adopter Agreements, including their attachments and documents incorporated therein by reference;
- Reseller Associate Agreements, including their attachments and documents incorporated therein by reference;
- The Specification;

- Other interpretive and clarifying documents relating to the licensing of HDCP posted on the website of Licensor as of the Effective Date, including by way of example and not limitation, policy statements of Licensor, side-letters with certain Adopters, clarifications of the Adopter Agreements and notifications from the Founder;
- Non-Disclosure Agreements; and
- Content Participant Agreements

Licensor further represents that all Adopter Agreements entered into after the Effective Date shall be substantially in the form of the Adopter Agreement attached hereto as Exhibit F ("Form Adopter Agreement"), provided, however, that such Form Adopter Agreement may be amended from time to time in accordance with Section 3.6. 'Substantially in the form' means that only variations from the Form Adopter Agreement which (a) are authorized pursuant to Section 3.6, or (b) are not required to be subject to notice under Section 3.6(a), are permitted. Licensor will make all Adopter Agreements entered into available to Content Participant on request.

3.5.2 Consistency with Form Adopter Agreement. Licensor further represents that, except as otherwise disclosed in writing to Content Participant (i) the Adopter Agreements in effect as of the Effective Date (the "Effective Adopter Agreements"), together with all other documents described in Section 3.5.1 in effect as of the Effective Date (collectively, the "Operative Protection Agreements"), are consistent in all material respects affecting the integrity or security of HDCP, or the operation of HDCP with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of Content Participant with respect to HDCP, with the Form Adopter Agreement and (ii) there are no oral or written amendments or understandings with any Adopter varying or modifying such Effective Adopter Agreements or other Operative Protection Agreements, other than as specifically set forth in the Operative Protection Agreements with respect to such integrity, security, operation, or the rights of Content Participants. Content Participant may review the Operative Protection Agreements upon reasonable notice to Licensor.

3.6 Material Changes in Protection or Rights. Licensor may make changes, additions, or supplements to the Operative Protection Agreements or the Form Adopter Agreement, or issue, execute or amend such other documents or sections of documents with respect to HDCP as are described in Section 3.5 (a) only in accordance with the following provisions:

- (a) Licensor shall provide reasonable advance written notice to Content Participant and identify with specificity, (1) any proposed change, addition or supplement to Sections 1 (Definitions), 2 (License), 3 (Distribution of Products), 5 (Changes), 6 (Privacy), 7 (Revocation), 8 (Confidentiality), 9 (Term/Termination), 11 (Remedies) and 12 (Miscellaneous) of any Effective

Adopter Agreement (including equivalent sections that may be numbered or titled differently), of the Form Adopter Agreement or of any copy of the Form Adopter Agreement entered into by an Adopter after the date of this Agreement, and to the Compliance Rules of any Effective Adopter Agreement or of the Form Adopter Agreement (2) any proposed change, addition, or supplement to any other Operative Protection Agreements (other than the Specification) that would affect the integrity or security of HDCP, or the operation of HDCP with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of Content Participant with respect to HDCP; (3) the proposed issuance, execution or amendment by Licensor of any other document (including, without limitation, Component Download Rules as referred to in the Form Adopter Agreement) that would affect the integrity or security of HDCP, or the operation of HDCP with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of Content Participant with respect to HDCP; and (4) any proposed change, addition, or supplement to the Specification affecting Audiovisual Content, provided, however, that (x) Licensor's advance written notice with respect to any such change to the Specification shall be sent to Content Participant only if Content Participant has executed and delivered to Licensor a non-disclosure agreement satisfactory to Licensor and (y) Licensor shall, during the second calendar quarter of each year, make available to Content Participant any changes to the Form Adopter Agreement not otherwise noticed pursuant to this Section 3.6; provided, that if Content Participant objects to any of such changes described in (y), Licensor will disclose to Content Participant, upon request, any similar changes that were made to Adopter Agreements and (z) changes to the Specification that may be necessary to map the Specification to support auxiliary data extensions (including those extensions to support all mandatory aspects of the High Definition Multimedia Interface Revision 1.0, dated 02 April, 1999 ("HDMI")) shall not be regarded as "material" or "adverse" for purposes of, or otherwise subject to this Section 3.6. For purposes of this Agreement, each of the items as to which Content Participant is to receive advance written notice as described in clauses (1) to (4), hereof, inclusive, is a "DCP Proposed Action."

(b) Except as otherwise expressly provided in this Section 3.6, for so long as Content Participant is an Eligible Content Participant, it shall have the right, either on its own or with one or more Fellow Content Participants that are each an Eligible Content Participant under its Content Participant Agreement, to file a written objection to any DCP Proposed Action that it believes would have a material and adverse effect on the integrity or security of HDCP, or the operation of HDCP with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of Content Participant with respect to HDCP. Any such objection shall set forth with specificity the alleged material and adverse effects on the integrity or security of HDCP, or the operation of HDCP (including the protections provided by the Compliance Rules and Robustness Rules) with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of

Content Participant with respect to HDCP, and shall be delivered to Licensor no later than fifteen (15) business days after the date of service of notice by Licensor pursuant to Section 3.6(a) at the address specified in the notice provisions of this Agreement.

(c) Licensor agrees to consider any such objection given pursuant to Section 3.6(b) in good faith. If Licensor rejects such objection, it shall provide prompt written notice thereof to Content Participant and any Fellow Content Participants that filed a written objection explaining, with specificity, the reasons for such rejection and why the action would not be material or have an adverse effect, including the benefits that would be afforded by the DCP Proposed Action. Absent delivery to Licensor of written objection from one or more Fellow Content Participants pursuant to Section 3.6(b) Licensor may take the applicable DCP Proposed Action.

(d) In the event Licensor has served such notice to Content Participant by (x) mail postmarked in the same country as the country in which Content Participant is to receive notices, three (3) days shall be added to the prescribed period for filing an objection, (y) mail postmarked in a country other than the country in which Content Participant is to receive notices, fifteen (15) days shall be added to the prescribed period for filing an objection.

(e) If (x) Content Participant is a Major Content Participant and has objected to a DCP Proposed Action pursuant to Section 3.6(b), (y) Content Participant is joined by other Fellow Content Participants that are Major Content Participants and also are Eligible Content Participants under each of their Content Participant Agreements, which, together with Content Participant, constitute a majority of Major Content Participants that are also Eligible Content Participants, and (z) such majority continues to object to the DCP Proposed Action notwithstanding communication with Licensor pursuant to this Section 3.6, then Content Participant and such Fellow Content Participants (the "Arbitrating Content Participants") shall have the right, within thirty (30) days from receipt of Licensor's rejection of such objection pursuant to Section 3.6(b), to initiate an arbitration in accordance with the provisions of this Section 3.6(e).

(i) In such arbitration, the Arbitrating Content Participants shall have the burden of demonstrating, based on the preponderance of evidence, that the DCP Proposed Action is material and adversely affects the integrity or security of HDCP, or the operation of HDCP (including the protections provided by the Compliance Rules and Robustness Rules) with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of the Arbitrating Content Participants with respect to HDCP (for purposes of this Section 3.6, "material and adverse"). Changes that only insignificantly diminish the integrity, security or operation of HDCP with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of Content Participants with respect

to HDCP, shall not be deemed "material" or "adverse." Notwithstanding the above, the arbitrator(s) may, in his, her or their discretion take into consideration the cumulative effect of multiple related changes made within the then-preceding two (2)-year period that are not material and adverse when considered in isolation, provided that in any such consideration the arbitrator(s) afford(s) countervailing weight to any changes made within the then-preceding two (2)-year period, whether related or not, that have had or, when implemented, will have a beneficial effect on the integrity or security of HDCP or the operation of HDCP with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of Content Participants with respect to HDCP.

(ii) Where the Arbitrating Content Participants have the burden of demonstrating that the DCP Proposed Action is material and adverse, if they have carried such burden, then Licensor may not take the DCP Proposed Action unless Licensor demonstrates, based on the preponderance of evidence, that the DCP Proposed Action provides a material legal benefit in the form of avoidance of a reasonably-perceived potential legal liability to Licensor, Founder or Adopters which cannot practicably be achieved except by taking the DCP Proposed Action.

(iii) There shall be a sole arbitrator, who shall be selected by Licensor and the Arbitrating Content Participants (collectively, the "Arbitrating Parties") from the National Panel of Commercial Arbitrators of the American Arbitration Association within fourteen (14) days of the initiation of arbitration; provided, however, that in the event the Arbitrating Parties cannot agree on a sole arbitrator within such fourteen (14)-day period, Licensor, on the one hand, and the Arbitrating Content Participants, on the other, shall each, promptly thereafter, select one arbitrator from the National Panel of Commercial Arbitrators of the American Arbitration Association and those two (2) arbitrators shall jointly select a third arbitrator from the National Panel of Commercial Arbitrators of the American Arbitration Association, who shall serve as the presiding arbitrator and chairperson of such arbitration.

(iv) The Arbitrating Content Participants, on the one hand, and Licensor, on the other, shall, during the course of the arbitration, share equally the costs of arbitration set forth in this Section 3.6(e), provided, however, that the arbitrator(s) shall award the prevailing party or parties all of its or their costs and expenses, other than attorneys' fees and expenses. In addition, if the arbitrator(s) find(s) that either Licensor or the Arbitrating Content Participants has or have advanced its or their position in bad faith or frivolously, it (they) shall order such party or parties to reimburse the other party or parties for its or their reasonable attorneys' fees and expenses.

(v) The arbitrator(s) is (are) empowered solely to determine (1) whether the Arbitrating Content Participants have carried their burden of demonstrating that a DCP Proposed Action is material and adverse and (2) whether or not based solely upon the standards in Section 3.6(e)(i) and Section 3.6(e)(ii) Licensor may take a particular DCP Proposed Action.

(vi) The arbitration specified in this Section 3.6(e) shall be conducted in accordance with the following provisions:

(a) The arbitration shall be conducted in Los Angeles, California, in accordance with the International Arbitration Rules of the American Arbitration Association. The language of the arbitration shall be English.

(b) The arbitrator(s) may conduct the arbitration in such manner as he, she or they shall deem appropriate, including the imposition of time limits that he, she or they consider(s) reasonable for each phase of the proceeding, but with due regard for the need to act, and make a final determination, in an expeditious manner. The arbitrator(s) shall set a schedule to endeavor to complete the arbitration within one (1) month.

(c) The arbitrator(s) shall permit and facilitate such limited discovery as he, she or they shall determine is reasonably necessary, taking into account the needs of the Arbitrating Parties and the desirability of making discovery as expeditious and cost-effective as possible, recognizing the need to discover relevant information and that only one party may have such information.

(d) The Arbitrating Parties and the arbitrator(s) shall treat the arbitration proceedings, any related discovery, documents and other evidence submitted to, and the decision of, the arbitrator(s) as Confidential Information. In addition, and as necessary, the arbitrator(s) may issue orders to protect the confidentiality of proprietary information, trade secrets and other sensitive information disclosed in discovery or otherwise during the arbitration.

(e) Any decision by the arbitrator(s) shall be final and binding on the Arbitrating Parties, except that whether the arbitrator(s) exceeded his, her or their authority, as specifically described in this Agreement, shall be fully reviewable by a court of competent jurisdiction. Judgment upon any award shall be entered in a court of competent jurisdiction.

(f) The arbitrator(s) shall be compensated at his, her or their hourly rates, determined at the time of appointment, for all time spent in connection with the arbitration, and shall be reimbursed for reasonable travel and other expenses. The arbitrator(s) shall determine all costs of the arbitration, including the arbitrator(s)' fees and expenses, the costs of expert advice and other assistance

engaged by the arbitrator(s), the cost of a transcript and the costs of meeting and hearing facilities.

If (i) no arbitration has been initiated with respect to the DCP Proposed Action pursuant to Section 3.6(e) or (ii) the arbitrator(s) determine(s) that the Arbitrating Content Participants have not carried their burden of demonstrating that the DCP Proposed Action is material and adverse, then Licensor may take the DCP Proposed Action, and such action may be effective, according to its terms, thirty (30) days after receipt of Licensor's rejection pursuant to Section 3.6(c) or such final determination of the arbitrator(s). In the event that the inability to take the DCP Proposed Action exposes Licensor or Founders to potential legal liabilities based on a claim of infringement which cannot practically be avoided except by taking the DCP Proposed Action, and the Arbitrating Content Participants nonetheless continue to object to the DCP Proposed Action, Licensor and the Arbitrating Content Participants shall discuss in good faith whether and in what circumstances Licensor can continue to license HDCP, taking into account considerations, including but not limited to (x) Arbitrating Content Participants' and other content owners' willingness and ability to indemnify Licensor, the Founder and their respective Affiliates with respect to such claim, (y) other costs and liabilities to Licensor or Founder, and (z) possible conversion of any licenses relating to HDCP to covenants not to assert intellectual property claims. If, after such discussions, the Arbitrating Content Participants and Licensor are unable to agree on the circumstances in which Licensor would be willing to continue to license HDCP, Licensor may terminate this Agreement and any other license agreement relating to HDCP.

4. **ADMINISTRATION FEES.**

4.1 **Administration Fee.** Within thirty (30) days of the Effective Date and of each anniversary of the Effective Date, Content Participant shall pay Licensor the amount set out in Exhibit C (as such amount may be adjusted in accordance with this Section 4.1, the "Administration Fee"). As of the first anniversary of the Effective Date, and on an annual basis thereafter, Licensor shall have the right, upon at least thirty (30) days' notice to Content Participant, to adjust the Administration Fee on a reasonable and nondiscriminatory basis, provided that any increase in such fee shall not exceed an amount commensurate with any increase in Licensor's costs (including, but not limited to, the cost of inflation). Content Participant shall not be entitled to any refund of Administration Fees for any reason except as expressly provided in Section 7.1.2.

5. **REVOCATION.**

5.1 **Generally.** Content Participant acknowledges that the HDCP Specification describes means by which KSVs may be Revoked.

5.2 **Obligation to Carry Revocation Information.** Licensor shall notify Content Participant in the event that Licensor plans to Revoke, or Rescind the Revocation of, a KSV and deliver or cause to be delivered to Content Participant Revocation Information for use in connection with such Revocation or Rescission of Revocation. In the case of any Revocation, Content Participant may include, or cause the inclusion of, the applicable Revocation Information in any or all of its Audiovisual Content. If Content

Participant carries Revocation Information, it shall use commercially reasonable efforts to include or cause the inclusion of the latest Revocation Information provided by the Licensor. In no case shall Content Participant be required to, or cause on its behalf to, (i) remaster any of Content Participant's Audiovisual Content, or (ii) include or cause the inclusion of Revocation Information in previously manufactured copies of Content Participant's Audiovisual Content.

5.3 Content Participant Request for Revocation

(a) For so long as Content Participant is an Eligible Content Participant, it shall have the right, either on its own or with one or more Fellow Content Participants who is (are) each an Eligible Fellow Content Participant(s) under its (their) respective Content Participant Agreement(s), to seek Revocation by providing to Licensor proof in a sworn affidavit (the "CP Affidavit") of any of the facts relating to any particular KSV that would satisfy the Revocation Criteria (defined below) and to initiate an arbitration proceeding, in accordance with this Section 5, provided, however, that such CP Affidavit shall be sufficiently detailed such that Licensor can determine solely on the basis of such affidavit whether the facts averred satisfy one or more of the Revocation Criteria, and provided further that Content Participant may not initiate arbitration in connection with, the same KSV(s) that was (were) the subject of any prior Revocation Arbitration (defined below), to the extent that such request is based on the same set of facts at issue in any prior Revocation Arbitration (defined below). For so long as Content Participant is an Eligible Content Participant, Licensor shall initiate the Revocation procedures set forth in Section 5.4 if the affidavit satisfies the requirements of this Section 5.3.

(b) In the event that Content Participant or any other Fellow Content Participant seeks Revocation of a KSV in accordance with Section 5.3(a), at least one of the objective criteria set out in Sections 5.3(b)(i), 5.3(b)(ii) or 5.3(b)(iii) (the "Revocation Criteria") must be satisfied.

(i) A Device Key Set associated with such KSV has been cloned such that the same Device Key Set is found in more than one device or product (other than in the case of an authorized use of a Shared Device Key Set);

(ii) A Device Key Set associated with such KSV has been disclosed in violation of any Adopter Agreement or other agreement with Licensor, made public, lost, stolen, intercepted or otherwise misdirected; or

(iii) Licensor is required to Revoke a KSV by the National Security Agency, court order or other competent government authority.

5.4 Revocation Procedures. As required under Section 5.3, Licensor shall initiate the procedures and perform its obligations, and Revocation shall proceed as, set out in this Section 5.4.

(a) Licensor shall provide any Affected Adopter at least fifteen (15) business days' notice prior to any Revocation so requested (the "Revocation Notice Period"), which notice shall specify the grounds for such Revocation (including which of the Revocation Criteria have been satisfied) as specified in the applicable CP Affidavit, provided that Licensor may Revoke a KSV on less than fifteen (15) business days' notice if, in the circumstances set forth in Section 5.5, a court of competent jurisdiction determines that the claimant has demonstrated a likelihood of successfully showing that the Revocation Criteria have been satisfied. For the purpose of this Agreement, the parties intend the standard for such likelihood of success to be the same as the standard for issuance of a preliminary injunction in a given jurisdiction. In the event that an Affected Adopter believes in good faith that the Revocation Criteria have not been satisfied with respect to such Revocation, it may contest the grounds for such Revocation pursuant to the terms of such Affected Adopter's Adopter Agreement. If an Affected Adopter consents to such Revocation during the Revocation Notice Period, Licensor shall Revoke such KSV at any time thereafter.

(b) In the event that an Affected Adopter objects to such Revocation in accordance with its Adopter Agreement or that the Revocation Notice Period expires, Licensor shall, within fifteen (15) days of such objection (i) cancel or Rescind the Revocation if Licensor and all Eligible Fellow Content Participants that requested the Revocation (the "Initiating Content Participants") consent or (ii) provide notice (a "Notice of Revocation Dispute") to all Initiating Content Participants, Affected Adopters and System Operators that a dispute exists with regard to such Revocation (a "Revocation Dispute").

(c) In the event that an Affected Adopter objects to such Revocation, on the basis that the Revocation Criteria have not been satisfied, and such Affected Adopter complies with the procedures set out in such Affected Adopter's Adopter Agreement, or that an Affected Adopter has not responded to the Revocation Notice, Licensor shall not commence such Revocation unless and until (i) an arbitrator, or, in the circumstances set forth in Section 5.5, a court of competent jurisdiction, determines that the claimant has demonstrated a likelihood of successfully showing that the Revocation Criteria have been satisfied or (ii) such Affected Adopter otherwise consents to such Revocation.

(d) Any Affected Adopter, Licensor, or any Initiating Content Participant that is joined by at least two (2) other Eligible Fellow Content Participants (or by one (1) other Eligible Fellow Content Participant if there are fewer than three (3) Eligible Fellow Content Participants) may initiate an arbitration proceeding, within thirty (30) days of Licensor's Notice of Revocation Dispute, to resolve the Revocation Dispute in accordance with the procedures set out in Exhibit A (a "Revocation Arbitration"). The Parties agree that Licensor, the Initiating Content Participants, any Affected Adopter, any Eligible Fellow Content Participants and Eligible System Operators that seek to join the arbitration in accordance with the procedures set out in this Section 5.4, and any Related Adopters, shall be the sole parties to such arbitration, and Content Participant shall not involve Founder

(except in its capacity as an Adopter or a Related Adopter) as a party in any such arbitration. The foregoing sentence shall not apply to or preclude Founder's participation or involvement as a witness or in a similar capacity in such arbitration.

(e) Upon initiating a Revocation Arbitration, any such Affected Adopter or the Initiating Content Participant(s), as the case may be, shall so notify Licensor. Promptly upon receiving such notice, or initiating a Revocation Arbitration itself, Licensor shall provide all Fellow Content Participants, all System Operators and, except in the case that an Affected Adopter initiates the Revocation Arbitration, the Affected Adopter with prompt notice of the Revocation Arbitration (an "Arbitration Notice"). Within twenty (20) business days of the date of the Arbitration Notice (the "Election Period"), all Eligible Fellow Content Participants, Eligible System Operators and Related Adopters who have received Arbitration Notice shall elect whether to participate in such Revocation Arbitration, and the failure of any Eligible Fellow Content Participant, Eligible System Operator or Related Adopter, in each case who has received Arbitration Notice, to provide notice to Licensor of such election within the Election Period shall be deemed a waiver of such Fellow Content Participant's, System Operator's or Related Adopter's right to (i) participate in such arbitration and (ii) request or oppose Revocation of the same KSV(s) that are the subject of the Revocation Arbitration, to the extent that such request or opposition is based on the same set of facts at issue in the arbitration. None of Licensor, any Adopter nor any Initiating Content Participant shall object to any request, within the Election Period, by an Eligible Fellow Content Participant, Eligible System Operator or Related Adopter to so participate in the Revocation Arbitration. Any decision rendered by the arbitrator shall be binding on all Fellow Content Participants, System Operators and Related Adopters that failed to elect to join such Revocation Arbitration after receiving notice as if they had joined such Revocation Arbitration.

5.5 Interim Measures, Equitable Relief

(a) Without limiting the Parties' agreement to refer all Revocation Disputes to arbitration, in the event that a failure to Revoke one or more KSVs prior to the completion of the Revocation Arbitration associated therewith would pose a substantial and imminent harm to Adopters or Fellow Content Participants or to the integrity or security of HDCC or the operation of HDCC with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, Licensor or any Eligible Fellow Content Participant that is or may be a party to the arbitration shall have a right, at any time, to request a court of competent jurisdiction to issue, as an interim measure, a declaratory judgment that the claimant has demonstrated likelihood of success of showing that the Revocation Criteria have been satisfied and/or preliminary injunctive relief, pending the resolution of the arbitration, and such request shall not be deemed incompatible with, or a waiver of, the agreement to arbitrate. In the event that such relief is issued by a court of competent jurisdiction, the Revocation

Arbitration shall be completed in accordance with the procedures set out in Section 5.4 and Exhibit A.

(b) “Preliminary injunctive relief under this section may include an order that Licensor shall Revoke the affected KSV and shall not Rescind such Revocation during the pendency of the arbitration unless otherwise ordered by the court. At the request of Content Participant, Licensor shall appear in any such proceeding with respect to such interim measures, but only as a necessary and indispensable party, for the sole and exclusive purpose of enabling the court to issue an order specifically naming Licensor as contemplated by the first sentence of this paragraph.

6. **CONFIDENTIALITY.**

6.1 **Treatment.** Content Participant shall comply with the terms of Exhibit D (the “Confidentiality Agreement”).

6.2 **Compliance with Laws, Export.** Content Participant shall comply with all applicable rules and regulations of the United States and other countries and jurisdictions, including but not limited to those relating to the export or re-export of commodities, software and technical data insofar as they relate to the activities under this Agreement. Content Participant acknowledges that commodities, software and technical data, if any, provided under this Agreement may be subject to restrictions under the export control laws and regulations of the United States and other countries and jurisdictions, as applicable, including but not limited to the U.S. Export Administration Act and the U.S. Export Administration Regulations, as such may be amended from time to time, and shall obtain any approval required under such laws and regulations whenever it is necessary for such export or re-export.

7. **TERM/TERMINATION.**

7.1 **Termination** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated in accordance with the terms of this Section 7.

7.1.1 **Termination by Content Participant.** Content Participant may terminate this Agreement at any time upon ninety (90) days notice to Licensor.

7.1.2 **Termination by Licensor.** Licensor may terminate this Agreement (a) for convenience at any time after the tenth anniversary of the Effective Date upon six (6) months notice to Content Participant; (b) at any time upon six (6) months notice to Content Participant if Licensor determines, in its sole discretion, that it is not commercially reasonable to carry on the business of licensing HDGP or (c) upon notice to Content Participant if the use of HDGP is enjoined, or Licensor or Founder determines, in its sole discretion, that it may be enjoined, due to an alleged infringement of a third-party intellectual property right. Without limiting the foregoing, in the event that Licensor provides notice of termination to Content Participant pursuant to Section 7.1.2(a) or 7.1.2(b), Licensor shall, upon request

of Content Participant, meet with Content Participant, reasonably promptly after such notice, to discuss in good faith possible approaches to enable the continued licensing of HDCP; provided that if a majority of Major Content Participants are willing, and agree in a written agreement satisfactory to Licensor and Founder at their reasonable discretion, to (i) assume financial responsibility for the operation, maintenance and liabilities of the Key Generator, (ii) provide fair and reasonable compensation to Licensor and Founder for the continued licensing by Licensor and Founder of the intellectual property licensed to Content Providers and Adopters under this Agreement and all other Operative Agreements and for the administration of such licenses, Licensor will not terminate this Agreement or the other Operative Agreements for the reasons specified in Sections 7.1.2 (a) or 7.1.2(b). In the event of termination pursuant to Section 7.1.2(a), Licensor shall refund to Content Participant a percentage of the Administration Fee allocable to the portion of the then-current Contract Year following such termination, based on a pro-rata allocation of such Administration Fee. In the event of termination pursuant to Section 7.1.2(b) or (c), Licensor shall refund to Content Participant the Administration Fee paid by Content Participant for the then-current Contract Year.

7.1.3 Breach In the event that either Party (a) materially breaches any of its obligations hereunder, which breach is not cured, or not capable of cure, within thirty (30) days after notice is given to the breaching Party specifying the breach; or (b) repeatedly breaches any of its obligations hereunder and fails to cure and cease committing such repeated breaches within thirty (30) days after being given notice specifying the breaches, then the Party not in breach may, by giving notice thereof to the breaching Party, terminate this Agreement, upon the expiration of a thirty (30)-day period beginning on the date of such notice of termination, or in the event of a material breach that is not capable of cure within such thirty (30)-day period, upon such notice of termination.

7.2 Effect of Termination Upon termination of this Agreement, any licenses granted to Content Participant hereunder immediately shall terminate. Within ninety (90) days (or in the case of termination by Licensor pursuant to Section 7.1.3, thirty (30) days) after termination of this Agreement, Content Participant shall return all Confidential Information to Licensor or, at Licensor's option, destroy all such information in its possession, retaining no copies thereof, and certify such destruction in writing to Licensor. Content Participant shall pay any outstanding Administration Fees within thirty (30) days of termination of this Agreement.

7.3 Survival The terms of Sections 2.2, 2.3, 2.4, 6, 7.2, 9, 10, 11 and this Section 7.3 shall survive any termination of this Agreement.

8. REPRESENTATIONS OF CONTENT PARTICIPANT AND LICENSOR.

8.1 Compliance With Laws. Content Participant and Licensor each represent and warrant that they shall comply with all applicable governmental regulations, laws and

orders pertaining to HDCP, including but not limited to with respect to export requirements pursuant to Section 6.2.

9. **DISCLAIMER AND LIMITATION OF LIABILITY.**

The terms of this Section 9 limit the ability of Content Participant to recover damages from Licensor or Founder or any Affiliate thereof. The terms of this Section 9 are an essential part of the bargain, without which Licensor would not be willing to enter into this Agreement and Founder would not be willing to grant a license under its Necessary Claims.

9.1 **Disclaimer.** ALL INFORMATION, MATERIALS AND TECHNOLOGY, INCLUDING BUT NOT LIMITED TO HDCP, THE HDCP SPECIFICATION, DEVICE KEYS, DEVICE KEY SETS, KSVS AND SYSTEM RENEWABILITY MESSAGES, ARE PROVIDED "AS IS." LICENSOR, FOUNDER, KEY GENERATOR AND THEIR RESPECTIVE AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR ANY OTHER ACTIVITY OF LICENSOR OR FOUNDER. LICENSOR, FOUNDER, KEY GENERATOR AND THEIR RESPECTIVE AFFILIATES FURTHER DISCLAIM ANY WARRANTY THAT HDCP, DEVICE KEYS, DEVICE KEY SETS, KSVS, SYSTEM RENEWABILITY MESSAGES, THE HDCP SPECIFICATION, OR ANY IMPLEMENTATION OF THE HDCP SPECIFICATION, IN EACH CASE IN WHOLE OR IN PART, WILL BE FREE FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, LICENSOR, FOUNDER, KEY GENERATOR AND THEIR RESPECTIVE AFFILIATES DO NOT REPRESENT OR WARRANT THAT HDCP IS IMMUNE TO HACKING, CODE-BREAKING, PIRACY OR OTHER EFFORTS TO CIRCUMVENT HDCP.

9.2 **Limitation of Liability.** NONE OF LICENSOR, FOUNDER, KEY GENERATOR, AFFILIATES OF ANY OF THE FOREGOING, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIALS, OR EMPLOYEES ACTING IN THEIR CAPACITIES AS SUCH (COLLECTIVELY, THE "AFFECTED PARTIES") SHALL BE LIABLE TO CONTENT PARTICIPANT, NOR SHALL CONTENT PARTICIPANT BE LIABLE TO THE AFFECTED PARTIES, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON THE MAKING, USING, SELLING, OFFERING FOR SALE OR IMPORTING OF ANY PRODUCTS THAT IMPLEMENT HDCP OR ANY PORTION OF THE HDCP SPECIFICATION, WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AFFECTED

PARTIES' AGGREGATE LIABILITY TO CONTENT PARTICIPANT ARISING OUT OF ANY AND ALL CAUSES OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON THE MAKING, USING, SELLING, OFFERING FOR SALE OR IMPORTING OF ANY PRODUCTS THAT IMPLEMENT HDCP OR ANY PORTION OF THE HDCP SPECIFICATION, WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE, EXCEED THE ANNUAL FEE ACTUALLY RECEIVED BY LICENSOR FROM CONTENT PARTICIPANT UNDER THIS AGREEMENT DURING THE THEN-PRECEDING ONE (1)-YEAR PERIOD.

10. **REMEDIES.**

10.1 **Equitable Relief.** Content Participant and Licensor acknowledge and agree that due to the unique nature of certain provisions hereof and the lasting effect of and harm from a breach of such provisions, in the event that Content Participant breaches its obligations under the Confidentiality Agreement, Licensor shall be entitled to specific performance or other temporary, preliminary, or permanent injunctive or equitable relief including corrective actions appropriate to the circumstances for the enforcement of any such obligation and prevention of future breaches. Licensor's remedies hereunder for any breach by Content Participant of this Agreement shall be limited to such injunctive or equitable relief, except in the event that Content Participant willfully breaches, or engages in a pattern or practice of breaching, its obligations hereunder, it shall be liable for Licensor's attorneys' fees and expenses incurred in connection with any enforcement action brought by Licensor in which Licensor is the prevailing party.

11. **MISCELLANEOUS.**

11.1 **Ownership.** All Confidential Information and media containing Confidential Information as provided by Licensor to Content Participant hereunder, if any, shall remain the property of Licensor, Founder or their suppliers. Except as expressly provided herein, this Agreement does not give Content Participant any license or other right to any Confidential Information.

11.2 **Entire Agreement.** This Agreement, including the Confidentiality Agreement and other exhibits hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all oral or written agreements, either entered prior to or contemporaneously with this Agreement. This Agreement may not be modified except by written agreement of both Parties.

11.3 **Assignment.** The rights and licenses granted under this Agreement to Content Participant are personal to Content Participant and shall not be assigned or otherwise transferred except: (a) with the written approval of Licensor or (b) to a corporation controlling, controlled by or under common control with Content Participant; (c) or to the purchaser of all or substantially all of the outstanding capital stock or assets and obligations of Content Participant or the surviving entity in a merger, reorganization, or other business combination involving Content Participant; provided notice of such assignment has been provided in advance to Licensor and the surviving or acquiring

company has agreed in writing to be bound by the terms of this Agreement. Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns. Licensor may assign or transfer this Agreement to any Person that agrees to assume Licensor's obligations hereunder, and Licensor shall provide Content Participant with notice of such assignment or transfer.

11.4 Presumptions. In construing the terms of this Agreement, no presumption shall operate in either Party's favor as a result of its counsel's role in drafting the terms or provisions hereof.

11.5 Governing Law; Jurisdiction THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE, AND WITH THE LAWS OF THE UNITED STATES AS WOULD BE CONSTRUED BY A COURT SITTING IN THE SOUTHERN DISTRICT OF NEW YORK.

11.5.1 IN CONNECTION WITH ANY LITIGATION BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT, EACH PARTY IRREVOCABLY CONSENTS TO: (a) THE NON-EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL AND STATE COURTS LOCATED IN THE COUNTY OF NEW YORK, NEW YORK, AND IN THE FEDERAL AND STATE COURTS LOCATED IN ANY COUNTY OF CALIFORNIA OR OREGON; AND (b) THE SERVICE OF PROCESS OF SUCH COURTS IN ANY MATTER RELATING TO THIS AGREEMENT BY PERSONAL DELIVERY OR BY MAILING OF PROCESS BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, AT THE ADDRESSES SPECIFIED IN THIS AGREEMENT, OR TO THE AGENT TO BE APPOINTED PURSUANT TO SECTION 11.5.3.

11.5.2 EACH PARTY WAIVES ANY OBJECTION TO THE JURISDICTION, PROCESS, AND VENUE OF ANY SUCH COURTS, AND TO THE EFFECTIVENESS, EXECUTION, AND ENFORCEMENT OF ANY ORDER OR JUDGMENT (INCLUDING, BUT NOT LIMITED TO, A DEFAULT JUDGMENT) OF SUCH COURTS PERTAINING TO THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE PLACE WHERE ENFORCEMENT OR EXECUTION OF ANY SUCH ORDER OR JUDGMENT MAY BE SOUGHT AND BY THE LAW OF ANY PLACE WHOSE LAW MAY BE CLAIMED TO BE APPLICABLE REGARDING THE EFFECTIVENESS, ENFORCEMENT, OR EXECUTION OF SUCH ORDER OR JUDGMENT, INCLUDING PLACES OUTSIDE OF THE STATES OF NEW YORK, CALIFORNIA, OREGON AND THE UNITED STATES.

11.5.3 IF CONTENT PARTICIPANT DOES NOT HAVE A PLACE OF BUSINESS IN AT LEAST ONE OF THE STATES OF NEW YORK, CALIFORNIA OR OREGON, IT SHALL APPOINT AN AGENT IN AT

LEAST ONE SUCH STATE FOR ACCEPTANCE OF SERVICE OF PROCESS PROVIDED FOR UNDER THIS AGREEMENT AND SHALL NOTIFY LICENSOR OF THE IDENTITY AND ADDRESS OF SUCH AGENT WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE.

11.6 Notice. Unless otherwise specified in this Agreement, all notices to be provided pursuant to this Agreement shall be given in writing and shall be effective when either served by personal delivery or upon receipt via certified mail, return receipt requested, postage prepaid, overnight courier service or sent by facsimile transmission with hard copy confirmation sent by certified mail, in each case to the party at the addresses set out on the signature page hereof.

11.7 Severability; Waiver. In the event that any part or parts of this Agreement is (are) judicially declared to be invalid, unenforceable, or void, the Parties agree that such part or parts so held to be invalid, unenforceable, or void shall be reformed by the entity having jurisdiction thereover without further action by the Parties hereto and only to the extent necessary to make such part or parts valid and enforceable. A waiver by either of the Parties hereto of any of the covenants to be performed by the other Party or any breach of this Agreement shall not be effective unless made in writing and signed by the waiving Party and shall not be construed to be a waiver of any succeeding breach thereof or of any covenant herein contained.

11.8 Headings and Captions. Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

11.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

11.10 Currency. All fees payable to Licensor hereunder shall be paid to Licensor in United States dollars by wire transfer or such other means as Licensor may reasonably specify.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**Digital Content Protection,
L.L.C.:**

Content Participant:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addresses for notices

**Digital Content Protection,
L.L.C.:**

Content Participant:

With respect solely to the limited patent license granted under Founder's Necessary Claims in Section 2.1(a):

Intel Corporation:

By: Digital Content Protection, LLC as authorized agent solely with respect to the limited patent license granted under Founder's Necessary Claims in Section 2.1(a):

By: _____

Address for notices:

Name: _____

Title: _____

Date: _____

EXHIBIT A

REVOCATION ARBITRATION PROCEDURES

All Revocation Disputes shall be referred to, and finally settled by, arbitration in accordance with the American Arbitration Association ("AAA") International Arbitration Rules in effect at the time of the arbitration, except as such rules may be modified herein or by mutual agreement of the parties thereto. The arbitration shall be conducted by a sole arbitrator, who shall be appointed by the AAA within fourteen (14) days of the initiation of the arbitration. The seat of the arbitration shall be Portland, Oregon, provided, however, that the arbitrator shall have the right to hold hearings in such other locations as he or she deems appropriate. The arbitration shall be conducted in English. The arbitrator shall move as expeditiously as possible and shall set a schedule to endeavor to complete the arbitration and render an award within one (1) month after the completion of the Election Period. The arbitrator may permit and facilitate such limited discovery as he or she shall determine is reasonably necessary, taking into account the needs of the parties and the desirability of making discovery as expeditious and cost-effective as possible. The arbitrator's authority shall be limited to determining whether or not the Revocation Criteria were satisfied. The Person(s) seeking Revocation shall bear the burden of proof to demonstrate, by a preponderance of the evidence, that the Revocation Criteria were satisfied. The arbitral decision shall be in writing, state the reasons therefor, and be final and binding on the parties to the arbitration, except that whether the arbitrator exceeded his or her authority as specifically described in this Exhibit A, shall be fully reviewable by a court of competent jurisdiction. Judgment upon any award shall be entered in a court of competent jurisdiction. The parties to the arbitration and the arbitrator shall treat the arbitration proceedings, any related discovery, documents, other evidence submitted to, any other submissions to, the arbitrator as Confidential Information; provided, however, that nothing herein shall prevent Licensor from issuing Revocation Information. In addition, and as necessary, the arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets and other sensitive information disclosed in any discovery or otherwise during the arbitration, and, as appropriate, the decision of the arbitrator. Except as otherwise provided in this Exhibit A, the parties to the arbitration shall share equally the costs of the arbitration, and each such party shall bear its own attorney's fees and expenses. Notwithstanding the foregoing, the arbitrator shall award the prevailing party or parties all of its or their costs and expenses, including but not limited to reasonable attorneys' fees and expenses, if the arbitrator finds that the evidence supports the prevailing party's or parties' position by clear and convincing evidence; provided, however, that (i) no party shall be obligated to pay to the prevailing party or parties any such costs or expenses that exceed, in the aggregate, one million dollars (US \$1,000,000) for any Revocation Arbitration and (ii) the arbitrator shall not award attorney fees against Licensor.

EXHIBIT B

PROCEDURES FOR CONTENT PARTICIPANT BENEFICIARY CLAIMS

1. Prior to initiating a Content Participant Beneficiary Claim under this Agreement against any Adopter (a "Defendant"), the initiating Content Participant Beneficiary shall provide Licensor with notice and consultation reasonable under the circumstances regarding the proposed Content Participant Beneficiary Claim; provided that such consultation with Licensor shall not affect such Content Participant Beneficiary's discretion in initiating such a Content Participant Beneficiary Claim. Such Content Participant Beneficiary shall further provide Licensor with notice of actual filing of a Content Participant Beneficiary Claim and, upon Licensor's request, any copies of principal pleadings to be filed in such Content Participant Beneficiary's initiation or pursuit of such Content Participant Beneficiary Claim. Licensor shall cooperate reasonably with such Content Participant Beneficiary in providing appropriate and necessary information in connection with the Content Participant Beneficiary Claim to the extent that such cooperation is consistent with the preservation of the integrity and security of HDCP and to the extent such cooperation does not involve release of information provided to Licensor by an Adopter or Fellow Content Participant that such Adopter or Fellow Content Participant has designated to Licensor to be its confidential and proprietary information. Documents provided to Licensor under the third-party-beneficiary procedures set out in this Exhibit B shall not include any documents filed or to be filed under seal in connection with such Content Participant Beneficiary Claim.

2. Licensor shall provide all Fellow Content Participants with prompt notice of Licensor's receipt of any notice of a Content Participant Beneficiary Claim against a Defendant (a "Claim Notice"). Within thirty (30) days of the date of receipt of a Claim Notice, all Eligible Fellow Content Participants shall elect whether to join such Content Participant Beneficiary Claim, and the failure of any Eligible Fellow Content Participant to provide notice to Licensor of such election and to move to join such Content Participant Beneficiary Claim within such thirty (30) days shall be deemed a waiver of such Fellow Content Participant's third-party-beneficiary right under the applicable Adopter Agreement with respect to all Content Participant Beneficiary Claims against a Defendant arising out of the alleged breach by such Defendant raised in such Content Participant Beneficiary Claim asserted by the Content Participant Beneficiary. The Content Participant Beneficiary initiating a Content Participant Beneficiary Claim shall support, and the Defendant shall not object to, any motion to so join by such Content Participant Beneficiaries electing to join such Content Participant Beneficiary Claim within such thirty (30)-day period. Any judgment entered upon such Content Participant Beneficiary Claim after such notice shall be binding on all Fellow Content Participants that failed to join such Content Participant Beneficiary Claim as if they had joined such Content Participant Beneficiary Claim. No Fellow Content Participant's failure to notify or consult with Licensor, nor a Fellow Content Participant's failure to provide to Licensor copies of any pleadings, nor Licensor's failure to give notice to any Fellow Content Participant pursuant to these third-party-beneficiary procedures, shall be a defense against any Content Participant Beneficiary Claim or grounds for a request to delay the granting of any preliminary relief requested. Neither any Defendant nor any Fellow Content Participant shall involve Founder (except in its capacity as an Adopter) as a party in any

Content Participant Beneficiary Claim. The foregoing sentence shall not apply to or preclude Founder's involvement or participation as a witness or in similar capacity.

3. Content Participant Beneficiaries shall have no right to, and each Defendant shall not, enter into any settlement that: (a) amends any material term of this Agreement or any Adopter Agreement; (b) has a material effect on the integrity or security of HDCP or the operation of HDCP with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception and copying, or the rights of Fellow Content Participants with respect to HDCP; or (c) affects any of Licensor's or Founder's rights in and to HDCP or any intellectual property right embodied therein, unless, in the case of this clause (c), Licensor shall have provided prior written consent thereto.

4. Nothing contained in these third-party-beneficiary procedures is intended to limit remedies or relief available pursuant to statutory or other claims that a Content Participant Beneficiary may have under separate legal authority.

EXHIBIT C
ANNUAL FEES

US\$50,000

EXHIBIT D

CONFIDENTIALITY AGREEMENT

1 Confidentiality

1.1 Permitted Use. Content Participant shall use Confidential Information (and tangible embodiments of the foregoing) solely as may be necessary for the activities contemplated under the Agreement, and shall not use any mentally-retained recollections thereof to circumvent or copy the methods disclosed in the HDCP Specification or any Confidential Information or to circumvent any obligations under the Agreement.

2 Disclosure

2.1 Confidential Information. Content Participant may disclose Confidential Information only to (i) regular employees of Content Participant, regular employees of Content Participant's Affiliates, and individuals retained as independent contractors subject to confidentiality obligations equivalent to those applicable to full-time employees of Content Participant who have a reasonable need to know and are bound in writing by obligations of confidentiality sufficient to protect the Confidential Information in accordance with the terms of the Agreement; or (ii) Content Participant's attorneys, auditors or other agents who owe Content Participant a duty of confidentiality and are bound to maintain such information in confidence as a result of a fiduciary relationship. Content Participant shall use the same degree of care, but no less than a reasonable degree of care, to avoid unauthorized disclosure or use of Confidential Information as Content Participant employs with respect to its comparably important confidential information. Notwithstanding the foregoing, Content Participant and Licensor may disclose Content Participant's status (or lack of it) as a licensee under the Agreement, and such disclosure shall not constitute Confidential Information.

2.2 Contact Person. Content Participant shall designate a single employee and an alternate who shall receive all Confidential Information disclosed by Licensor.

2.3 Notification of Unauthorized Use or Disclosure. Content Participant shall notify Licensor in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Highly Confidential Information, and shall cooperate with Licensor in every reasonable way to regain possession of Confidential Information or Highly Confidential Information and prevent its further unauthorized use or disclosure.

2.4 Confidentiality Exceptions. The confidentiality obligations set forth in this Confidentiality Agreement shall not apply to information that Content Participant can demonstrate (a) is Confidential Information that has become generally known to the public through no breach of Content Participant's obligations owed to Licensor or Founder, (b) has been independently developed by Content Participant's employees (whether alone or jointly with others) without having access (whether directly or through any intermediaries) to any Confidential Information or Highly Confidential Information (including but not limited to any translations, derivations or abstractions of such

information) and without breach of Content Participant's obligations to Licensor or to Founder, provided that the confidentiality obligations shall continue to apply to Device Keys, (c) has been independently developed and disclosed to Content Participant by a third party without any access (whether directly or through any intermediaries) to any Confidential Information or Highly Confidential Information and without any breach of any such third party's obligations to Licensor or to Founder, (d) is disclosed in response to an order of a court or other authority of competent jurisdiction, provided that Content Participant shall first have given notice to Licensor and Founder and given them a reasonable opportunity to obtain a protective order, and provided further that, upon Licensor's or Founder's request, Content Participant shall reasonably cooperate in challenging the scope of any required disclosure and expense, or (e) is otherwise required by law to be disclosed, provided that Content Participant shall notify Licensor and Founder as promptly as possible, and shall, upon Licensor's or Founder's request and at their expense, reasonably cooperate in challenging the scope of any required disclosure.

3 Period

3.1 Confidentiality Period. The confidentiality obligations set forth herein shall continue until the later of (i) three (3) years after the last commercial use of the HDCP Specification or HDCP by Licensor, Founder or any Affiliate thereof, or any Adopter and (ii) the expiration of the last copyright that protects any Audiovisual Content which then exists in any country adhering to the Agreement on Trade Related Aspects of Intellectual Property Rights of the World Trade Organization dated April 15, 1994.

4 Other Terms

4.1 Reverse Engineering. Under no circumstances shall Content Participant reverse engineer, cryptographically analyze, decompile, disassemble, or otherwise seek to determine the operation of any Confidential Information or allow any other Person to do any of the foregoing. Nothing herein shall be construed as an inducement for Content Participant to reverse engineer any products or components in which the HDCP Specification is implemented.

EXHIBIT E

CONTENT PARTICIPANT INFORMATION

Name of Content Participant	
Description of Content Participant's Business	
Name of Contact Person	
Contact person's Address Phone No. Fax No. E-mail address	
Location of Principal Offices	
State or Country of Incorporation	

EXHIBIT F

Form Adopter Agreement

EXHIBIT G

Intellectual Property Claims

Founder and Licensor represent that as of June 10, 2002, neither Founder's Director of Litigation nor Licensor have received any written notice or claims, threatened or pending, from a third party that the use of HDCP in accordance with the terms of this Agreement infringes any third party's patent rights or that the licensing by Founder and/or Licensor of any patent claims that would otherwise be "Necessary Claims" but for the fact that the licensing of such claims requires the payment of royalties to unaffiliated third parties would require the payment of such royalties.